

EXHIBIT 11

Ferraro, Vincent M.

From: Adam Kurland <akurland@akkpc.com>
Sent: Thursday, May 9, 2024 9:14 AM
To: Zinna, Michael
Cc: Ferraro, Vincent M.
Subject: Re: Perlmutter

For responses from my client, please see the following -

- Is this updated data? There appear to be some inconsistencies in your client's "2023 – 2024" combined data relative to the old 2023-only numbers, including:
 - On one hand, the numbers indicate that units were sold in 2024, because the three Gross Sales columns show the same numbers for 2023 in the old version of this spreadsheet as they do for 2023-2024 in the new version. However, if you compare the Units column from both spreadsheets, units went up on the 2023 – 2024 version. How could Units have increased, if Gross Sales revenue has not increased?
 - Similarly, Net Sales has increased substantially for 2023-2024 over the prior numbers previously provided for 2023, but the Gross Sales columns remain constant. **In the first version the sales from joeysgarden.com were missing, so I increased the units and the net sales accordingly. Gross sales only represent the 2 amazon accounts. On the website the gross and net are almost the same so I didn't add another column for the gross.**
- What is the column "Gross \$ Other Items" referring to? **amount of \$ gross sales that is showing on the amazon reports but were for different items, not expandable hoses.**
- What is the average per-unit sale price and your client's calculation of per-unit average profit? **sales ranged between and . because the market was so competitive at times we had to sell for very low to stay relevant. average profit was in the range.**
- Although our math is very rough because we do not know how to account for that "other items" column and we do not necessarily agree with all of your client's deductions, if we take your client's numbers at their face, it appears that per-unit profit is maybe ? Even if profit is actually double that and is hovering around , that seems like a small amount of per-unit profit relative to other licensees we have. Additionally, in January your client proposed a per-unit payment to Telebrands on future sales of (in connection with the actual sale of the new unit and to start shoring up past infringement). How can he represent that he can pay our client /unit if his total profit is less than that? **In the past the industry was flooded with expandable hoses so the only way to stay relevant was by operating on very low margins. Since you are now removing most sellers, it is now less competitive so I am confident I'll be able to operate on a much higher profit margin.**

Adam K. Kurland, Esq.
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On Tue, May 7, 2024 at 6:14 PM Zinna, Michael <MZinna@kelleydrye.com> wrote:

Hi Adam,

We have a few questions about the financial data you provided:

- Is this updated data? There appear to be some inconsistencies in your client's "2023 – 2024" combined data relative to the old 2023-only numbers, including:
 - On one hand, the numbers indicate that no units were sold in 2024, because the three Gross Sales columns show the same numbers for 2023 in the old version of this spreadsheet as they do for 2023-2024 in the new version. However, if you compare the Units column from both spreadsheets, units went up on the 2023 – 2024 version. How could Units have increased, if Gross Sales revenue has not increased?
 - Similarly, Net Sales has increased substantially for 2023-2024 over the prior numbers previously provided for 2023, but the Gross Sales columns remain constant.
- What is the column "Gross \$ Other Items" referring to?
- What is the average per-unit sale price and your client's calculation of per-unit average profit?
- Although our math is very rough because we do not know how to account for that "other items" column and we do not necessarily agree with all of your client's deductions, if we take your client's numbers at their face, it appears that per-unit profit is maybe ? Even if profit is actually double that and is hovering around , that seems like a small amount of per-unit profit relative to other licensees we have. Additionally, in January your client proposed a per-unit payment to Telebrands on future sales of (in connection with the actual sale

of the new unit and to start shoring up past infringement). How can he represent that he can pay our client /unit if his total profit is less than that?

Happy to have a call to discuss if that is easier.

Thanks,

Mike

MICHAEL ZINNA

Kelley Drye & Warren LLP

Tel: (973) 503-5964

Tel: (212) 808-7964

Cell: (973) 223-5163

From: Adam Kurland <akurland@akkpc.com>
Sent: Tuesday, May 7, 2024 2:16 PM
To: Zinna, Michael <MZinna@KelleyDrye.com>
Cc: Ferraro, Vincent M. <VFerraro@KelleyDrye.com>
Subject: Re: Perlmutter

Good afternoon. Trying to get a sense of timing as to delivery of an agreement for my review. I look forward to hearing from you.

Adam

On Fri, May 3, 2024 at 12:33 PM Adam Kurland <akurland@akkpc.com> wrote:

Good afternoon. Please see the attached executed declaration and exhibit. Thank you.

adam

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From: **Ferraro, Vincent M.** <VFerraro@kelleydrye.com>
Date: Wed, May 1, 2024 at 4:18 PM
Subject: RE: Perlmutter
To: Adam Kurland <akurland@akkpc.com>
Cc: Zinna, Michael <MZinna@kelleydrye.com>

Hi Adam,

Further to Mike's below email, we also do not yet have all of your client's financial data to date. Please send your client's updated financial data along with the signed declaration.

Thanks,

Vin

VINCENT FERRARO

Kelley Drye & Warren LLP

Tel: (973) 503-5927

From: Zinna, Michael <MZinna@KelleyDrye.com>

Sent: Wednesday, May 1, 2024 3:46 PM

To: Adam Kurland <akurland@akkpc.com>; Ferraro, Vincent M. <VFerraro@KelleyDrye.com>

Subject: RE: Perlmutter

Adam,

Telebrands is not going to execute a settlement agreement without a prior declaration from your client that the financial data on which the agreement is based is true and accurate. He will need to sign the declaration first.

Mike

MICHAEL ZINNA

Kelley Drye & Warren LLP

Tel: (973) 503-5964

Tel: (212) 808-7964

Cell: (973) 223-5163

From: Adam Kurland <akurland@akkpc.com>

Sent: Wednesday, May 1, 2024 3:33 PM

To: Ferraro, Vincent M. <VFerraro@KelleyDrye.com>

Cc: Zinna, Michael <MZinna@KelleyDrye.com>

Subject: Fwd: Perlmutter

Good afternoon. We are ok with your changes. The revised declaration is attached. What we would like to do is to execute and deliver the declaration simultaneous with the full execution of a settlement agreement. Kindly forward the settlement agreement to me for my review. Thank you.

adam

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From: **Katherine Kivlehan** <katherine@akkpc.com>
Date: Wed, May 1, 2024 at 2:55 PM
Subject: Perlmutter
To: Adam Kurland <akurland@akkpc.com>

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Katherine M. Kivlehan, Paralegal
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